

A. G. Contract No. KR88-2350-TRD
ECS File: JPA-88-68
Project: AZM-600-0-509
Section: Outer Loop Highway/Section 4a

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
The City of Glendale

THIS AGREEMENT is entered into this 18TH day of November, 1988, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, STATE and the City of Glendale, acting by and through its City Council, GLENDAL.

I. RECITALS

1. The STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the STATE.

2. GLENDAL is empowered by Arizona Revised Statutes Section 48-572 and the Charter of the City of GLENDAL, Section 3, Article I, to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of GLENDAL.

3. It is to the mutual advantage of the STATE and GLENDAL to landscape certain areas within the right-of-way on the Outer Loop Highway, Loop 101 at the following location, as shown on EXHIBIT A, attached and made a part of this Agreement:

From centerline roadway station 439+00 to
centerline roadway station 459+00, a net distance
of approximately .378 miles.

NO. <u>13521</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12-1-88</u>
<u>Don Sheen</u> Secretary of State
By <u>L. Vermillion</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The STATE will prepare plans for the landscaping and irrigation project.

2. The project will be constructed by the STATE, using STATE funds.

3. The STATE shall furnish and install necessary water services from water mains to the designated locations within the right of way at the STATE's expense.

4. GLENDAL shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at GLENDAL expense.

5. After construction, the STATE shall maintain the landscaping and irrigation system within the right-of-way and shall furnish all electrical power necessary to maintain the landscaping within the right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon filing with the Secretary of State.

2. This Agreement shall remain in full force and effect for a period of one (1) year from the effective date. Thereafter, this Agreement will be automatically renewed for successive periods of one year unless terminated by either party upon ninety days' written notice to the other party. It is understood and agreed that, in the event this Agreement is terminated by GLENDAL, the STATE shall in no way be obligated to maintain said landscaping.

3. This Agreement may be cancelled by the Governor in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

City of Glendale
Martin Vanacour, City Manager
5850 W. Glendale Avenue
Glendale, Arizona 85301

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ARIZONA DEPARTMENT OF TRANSPORTATION
Charles L. Miller, Director

T. A. Bryant, II.
~~Cary K. Robinson~~
Chief Deputy State Engineer

CITY OF GLENDALE
By Helen L. Debra
Title Assistant City Manager

Recommended by
Larry L. Langer
Larry L. Langer, P. E.
Assistant Urban Highway Engineer

FILED WITH SECRETARY OF
STATE
No. _____
Date Filed _____

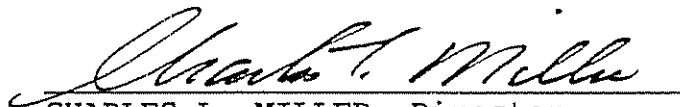
Secretary of State

ECS File: JPA-88-68
Section: Outer Loop Highway
Section 4A
Project: AZM-600-0-509
Tracs No. 101LMA H080304C

RESOLUTION

BE IT RESOLVED ON THIS 3rd DAY OF OCTOBER, 1988, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best of interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, enter into an agreement with the City of Glendale for the City to maintain landscaping on certain State highways.

THEREFORE, authorization is hereby given to draft said agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.



CHARLES L. MILLER, Director
Arizona Department of Transportation

RESOLUTION NO. 2456 NEW SERIES

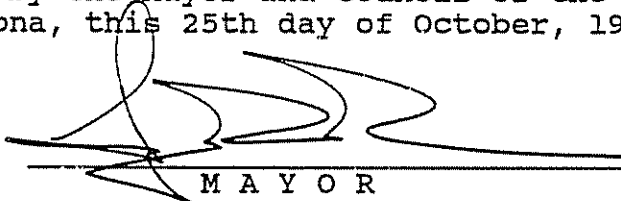
A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTER-GOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR MAINTAINING LANDSCAPING AND FURNISHING WATER AND ELECTRICAL POWER FOR THE OUTER LOOP LANDSCAPING IRRIGATION SYSTEM.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

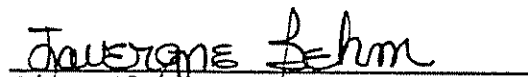
SECTION 1. That it is deemed in the best interests of the City of Glendale and the citizens thereof that an intergovernmental agreement with the Arizona Department of Transportation for maintaining landscaping and furnishing water and electrical power for the outer loop landscaping irrigation system be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 25th day of October, 1988.



M A Y O R

ATTEST:

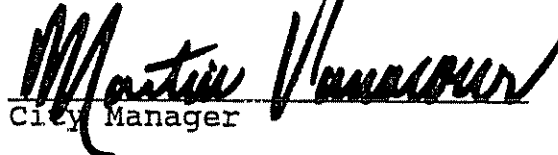

City Clerk

(SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


City Manager



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

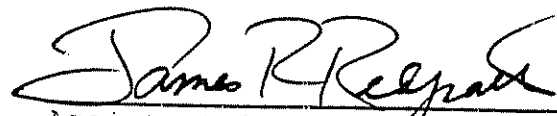
DETERMINATION

A. G. Contract No. KR88-2350, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15th day of December, 1988.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division